

The Travelers  
Commercial Policies**SECTION II COVERAGE DECLARATIONS A**  
(Applicable to the Comprehensive General Liability Form  
and the Contractual Liability Endorsement)Symbol 205C  
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1. Policy No: **650-5848016-3-CPF-75** Issue Date: **10/28/75**

2. Effective Date - These declarations are effective on the policy's effective date stated in the GENERAL DECLARATIONS unless otherwise stated hereafter. These declarations are effective \_\_\_\_\_ and replace any SECTION II COVERAGE DECLARATIONS A of a prior effective date.

3. Coverage Afforded and Limits of Liability - Insurance is afforded for such of the following coverages for which limits of liability are inserted. The limit of The Travelers' liability for each such coverage shall be as stated herein.

4. Comprehensive General Liability -

Coverage	Limits of Liability		Separate Limits
	Single Limit	Separate Limits	
A. Bodily Injury . . . . .	\$ 1,000,000	\$ each occurrence \$ aggregate	each occurrence aggregate
B. Property Damage . . . . .	\$ 1,000,000	\$	each occurrence aggregate
E. Premises Medical Payments	\$	each person \$ each accident	
P. Personal Injury Liability	\$ 1,000,000	aggregate	

5. Hazards - Coverages A and B apply to the products and completed operations hazards.  
Exception:

## 6. Contractual Liability -

Coverage	Limits of Liability		Separate Limits
	Single Limit	Separate Limits	
Y. Bodily Injury . . . . .	\$	\$	each occurrence
Z. Property Damage . . . . .	\$	\$	each occurrence aggregate

7. Types of Contracts - The Contractual Liability Endorsement applies only with respect to those contracts for which an "X" is inserted.

 All Written Contracts Contracts Designated Below:

8. The exclusions indicated in the Contractual Liability Endorsement apply unless otherwise stated hereafter. Exclusion(s) is (are) not applicable.

9. Special Provisions, if any:

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1. Policy No: **650-5844016-3-COP-75** Year Code: **75** Issue Date: **10/28/75**

2. Effective Date — These declarations are effective on the policy's effective date stated in the GENERAL DECLARATIONS unless otherwise stated hereafter. These declarations are effective \_\_\_\_\_ and replace any SECTION II COVERAGE DECLARATIONS C of a prior effective date.

3. Applicable Provisions — Only a provision for which an "X" is inserted applies.

"X"	Provision Title and Entries
(1) <input type="checkbox"/>	<b>ADDITIONAL INSURED (CONCESSIONAIRES TRADING UNDER NAMED INSURED'S NAME—PRODUCTS)</b> Designation of Person or Organization:
(2) <input type="checkbox"/>	<b>ADDITIONAL INSURED (CO-OWNER OF INSURED PREMISES)</b> Designation of Person or Organization:
(3) <input type="checkbox"/>	<b>ADDITIONAL INSURED (CONTROLLING INTEREST)</b> Designation of Person or Organization:
(4) <input type="checkbox"/>	<b>ADDITIONAL INSURED (EMPLOYEES)</b>
(5) <input type="checkbox"/>	<b>ADDITIONAL INSURED (ENGINEERS, ARCHITECTS OR SURVEYORS)</b>
(6) <input type="checkbox"/>	<b>ADDITIONAL INSURED (GRANTOR OF FRANCHISE)</b> Designation of Person or Organization:
(7) <input type="checkbox"/>	<b>ADDITIONAL INSURED (COTEMMOBILES)</b>
(8) <input type="checkbox"/>	<b>ADDITIONAL INSURED (MORTGAGEE, ASSIGNEE OR RECEIVER)</b> Designation of Person or Organization:
	Designation of Premises:
(9) <input type="checkbox"/>	<b>ADDITIONAL INSURED (OIL OR GAS OPERATIONS—WORKING INTERESTS, NON-OPERATING)</b>
(10) <input checked="" type="checkbox"/>	<b>ADDITIONAL INSURED (PREMISES LEASED TO THE NAMED INSURED)</b> <b>C-226(10)</b> Designation of Person or Organization: <b>SEE END 80008</b> Designation of Premises (Part Leased to Named Insured):

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"X"

## Provision Title and Entries

(11) **ADDITIONAL INSURED (STATE OR POLITICAL SUBDIVISIONS - PERMITS)**

Designation of State or Political Subdivision:

Limits of Property Damage Liability:

Single Limit		Separate Limits	
\$	each occurrence	\$	each occurrence aggregate

(12) **ADDITIONAL INSURED (STATE OR POLITICAL SUBDIVISIONS - PERMITS RELATING TO PREMISES)**

Designation of State or Political Subdivision:

Limits of Property Damage Liability:

Single Limit		Separate Limits	
\$	each occurrence	\$	each occurrence aggregate

(13) **ADDITIONAL INSURED (TEAMS, DRAFT OR SADDLE ANIMALS)**

Issue Date: 10/28/75

**A. Insuring Agreements**

1. **Comprehensive General Liability—Coverage A (Bodily Injury) and Coverage B (Property Damage)**—The Travelers will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of:
  - (a) bodily injury; or
  - (b) property damage;
 to which this insurance applies, caused by an occurrence.

The Travelers shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but The Travelers shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of The Travelers' liability has been exhausted by payment of judgments or settlements.

2. **Premises Medical Payments—Coverage E**—The Travelers will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of: (a) a condition in the insured premises; or (b) operations with respect to which the Named Insured is afforded coverage for bodily injury liability under this form.
3. **Personal Injury Liability—Coverage P**—The Travelers will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the Named Insured's business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Named Insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy; if such offense is committed during the policy period.

The Travelers shall have the right and duty to defend any suit against the Insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but The Travelers shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of The Travelers' liability has been exhausted by payment of judgments or settlements.

4. **Supplementary Payments—All Coverages except Coverage E**—The Travelers will pay, in addition to the applicable limit of liability:
  - (a) all expenses incurred by The Travelers, all costs taxed against the Insured in any suit defended by The Travelers and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before The Travelers has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of The Travelers' liability thereon;
  - (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this insurance, and the cost of bail bonds required of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this insurance applies, not to exceed \$250 per bail bond, but The Travelers shall have no obligation to apply for or furnish any such bonds;
  - (c) expenses incurred by the Insured for first aid to others at the time of an accident, for bodily injury to which this insurance applies; and
  - (d) reasonable expenses incurred by the Insured at The Travelers' request in assisting The Travelers in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

**B. Exclusions:**

1. **Coverages A and B do not apply to:**
  - (a) liability assumed by the Insured under any contract or agreement except an incidental contract; but this exclusion

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does not apply to a warranty of fitness or quality of the Named Insured's products or a warranty that work performed by or on behalf of the Named Insured will be done in a workmanlike manner;

- (b) bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to any Insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by any Insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Named Insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any Insured;
- (c) bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any Insured;
- (d) bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any watercraft owned or operated by or rented or loaned to any Insured, or
  - (2) any other watercraft operated by any person in the course of his employment by any Insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Named Insured;
- (e) bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  - (1) liability assumed by the Insured under an incidental contract, or
  - (2) expenses for first aid under Insuring Agreement A. 4 (Supplementary Payments);
- (f) bodily injury or property damage for which the Insured or his indemnitee may be held liable
  - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
    - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
    - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the Insured or his indemnitee as an owner or lessor described in (2) above;
- (g) any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) bodily injury to any employee of the Insured arising out of and in the course of his employment by the Insured or to any obligation of the Insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the Insured under an incidental contract;
- (i) property damage to
  - (1) property owned or occupied by or rented to the Insured,
  - (2) property used by the Insured, or
  - (3) property in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the Named Insured;
- (j) property damage to premises alienated by the Named Insured arising out of such premises or any part thereof;
- (k) loss of use of tangible property which has not been physically injured or destroyed resulting from
  - (1) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement, or
  - (2) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured;

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- (l) property damage to the Named Insured's products arising out of such products or any part of such products;
- (m) property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (n) damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (o) bodily injury or property damage arising out of:
  - (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stuntng activity or in practice or preparation for any such contest or activity, or
  - (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (p) bodily injury or property damage arising out of any emission, discharge, seepage, release or escape of any liquid, solid, gaseous or thermal waste or pollutant
  - (1) if such emission, discharge, seepage, release or escape is either expected or intended from the standpoint of any Insured or any person or organization for whose acts or omissions any Insured is liable, or
  - (2) resulting from or contributed to by any condition in violation of or non-compliance with any governmental rule, regulation or law applicable thereto;
 

but this exclusion does not apply to property damage arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water; or
- (q) property damage arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water, but this exclusion does not apply to property damage resulting from fire or explosion arising out of any emission, discharge, seepage, release or escape which neither
  - (1) is expected or intended from the standpoint of any Insured or any person or organization for whose acts or omissions any Insured is liable, nor
  - (2) results from or is contributed to by any condition in violation of or non-compliance with any governmental rule, regulation or law applicable thereto.

## 2. Coverage E does not apply to:

- (a) bodily injury
  - (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
    - (i) any automobile or aircraft owned or operated by or rented or loaned to any Insured, or
    - (ii) any other automobile or aircraft operated by any person in the course of his employment by any Insured;
 

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any Insured;
  - (2) arising out of
    - (i) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stuntng activity or in practice or preparation for any such contest or activity, or
    - (ii) the operation or use of any snowmobile or trailer designed for use therewith;
  - (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
    - (i) any watercraft owned or operated by or rented or loaned to any Insured, or
    - (ii) any other watercraft operated by any person in the course of his employment by any Insured;
 

but this exclusion does not apply to watercraft while ashore on the insured premises; or
  - (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any Insured.
- (b) bodily injury
  - (1) included within the completed operations hazard or the products hazard;
  - (2) arising out of operations performed for the Named Insured by independent contractors other than: (i) maintenance and repair of the insured premises; or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

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- (3) resulting from the selling, serving or giving of any alcoholic beverage: (i) in violation of any statute, ordinance or regulation; (ii) to a minor; (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the Named Insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the Named Insured is such an owner or lessor; or
- (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
- (c) bodily injury to
  - (1) the Named Insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
  - (2) any other tenant if the bodily injury occurs on that part of the insured premises rented from the Named Insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
  - (3) any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
  - (4) any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; or
  - (5) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest.
- (d) any medical expense for services by the Named Insured, any employee thereof or any person or organization under contract to the Named Insured to provide such services.

3. Coverage P does not apply to:

- (a) liability assumed by the Insured under any contract or agreement;
- (b) personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any Insured;
- (c) personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Named Insured;
- (d) personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the Named Insured was made prior to the effective date of this insurance; or
- (e) personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any Insured with knowledge of the falsity thereof.

## C Persons Insured

1. Coverages A and B—Each of the following is an Insured to the extent set forth below:
  - (a) if the Named Insured is designated in the GENERAL DECLARATIONS as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor and the spouse of the Named Insured with respect to the conduct of such a business;
  - (b) if the Named Insured is designated in the GENERAL DECLARATIONS as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
  - (c) if the Named Insured is designated in the GENERAL DECLARATIONS as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
  - (d) any person (other than an employee of the Named Insured) or organization while acting as real estate manager for the Named Insured;
  - (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
    - (i) an employee of the Named Insured while operating any such equipment in the course of his employment, and
    - (ii) any other person while operating with the permission of the Named Insured any such equipment registered

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in the name of the Named Insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an Insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment; or
- (2) property damage to property owned by, rented to, in charge of or occupied by the Named Insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in the GENERAL DECLARATIONS as a Named Insured.

## 2. Coverage P—Each of the following is an Insured to the extent set forth below:

- (a) if the Named Insured is designated in the GENERAL DECLARATIONS as an individual, the person so designated and his spouse;
- (b) if the Named Insured is designated in the GENERAL DECLARATIONS as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the Named Insured is designated in the GENERAL DECLARATIONS as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in the GENERAL DECLARATIONS as a Named Insured.

## D. Limits of Liability

## 1. Coverages A and B—For the purpose of determining the limit of The Travelers' liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

Regardless of the number of (a) Insureds under this form, (b) persons or organizations who sustain bodily injury or property damage, or (c) claims made or suits brought on account of bodily injury or property damage, The Travelers' liability is limited as described below.

- a. Single Limit of Liability—If a single limit of liability is stated in SECTION II COVERAGE DECLARATIONS A for Coverages A and B, the limit stated in such declarations as applicable to "each occurrence" is the total limit of The Travelers' liability for all damages including damages for care and loss of services arising out of bodily injury and property damage sustained by one or more persons or organizations as the result of any one occurrence.

Subject to the above provision respecting "each occurrence", the total liability of The Travelers for all damages because of bodily injury or property damage described in any of the subparagraphs below shall not exceed the limit of liability stated in SECTION II COVERAGE DECLARATIONS A as "aggregate":

- (1) all bodily injury included within the completed operations hazard and all bodily injury included within the products hazard;
- (2) all property damage included within the completed operations hazard and all property damage included within the products hazard;
- (3) all property damage arising out of premises or operations rated on a payroll or remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (4) below;
- (4) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (4) does not include property damage arising out of maintenance or repair at premises owned by or rented to the Named Insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

Such aggregate limit shall apply separately to the bodily injury described in subparagraph (1) above, and to the property damage described in subparagraphs (2), (3) and (4) above; and under subparagraphs (3) and (4) separately with respect to each project away from premises owned by or rented to the Named Insured.

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b. **Separate Limits of Liability**—If separate limits of liability are stated in SECTION II COVERAGE DECLARATIONS A for Coverages A and B, the following applies:

(1) **Coverage A**—The total liability of The Travelers for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in SECTION II COVERAGE DECLARATIONS A as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of The Travelers for all damages because of (a) all bodily injury included within the completed operations hazard and (b) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in SECTION II COVERAGE DECLARATIONS A as "aggregate".

(2) **Coverage B**—The total liability of The Travelers for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in SECTION II COVERAGE DECLARATIONS A as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of The Travelers for all damages because of all property damage to which this coverage applies and described in any of the subparagraphs below shall not exceed the limit for property damage liability stated in SECTION II COVERAGE DECLARATIONS A as "aggregate":

- (a) all property damage arising out of premises or operations rated on a payroll or remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (b) below;
- (b) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (b) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (c) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (a), (b) and (c), above, and under subparagraphs (a) and (b), separately with respect to each project away from premises owned by or rented to the Named Insured.

2. **Coverage E**—The limit of liability for Coverage E stated in SECTION II COVERAGE DECLARATIONS A as applicable to "each person" is the limit of The Travelers' liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of The Travelers under Coverage E for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in such declarations as applicable to "each accident".

When more than one medical payments coverage afforded by the policy applies to the loss, The Travelers shall not be liable for more than the amount of the highest applicable limit of liability.

3. **Coverage P**—Regardless of the number of (a) Insureds under this form, (b) persons or organizations who sustain personal injury, or (c) claims made or suits brought on account of personal injury, the total limit of The Travelers' liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in SECTION II COVERAGE DECLARATIONS A as "aggregate".

**E. Definitions**

1. **"Automobile"** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment.
2. **"Bodily injury"** means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.
3. **"Completed operations hazard"** includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property

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damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (a) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed;
- (b) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed; or
- (c) when the portion of the work out of which the injury or damage arises has been put to its intended use by another person or organization other than another contractor or subcontractor engaged in performing operations for the principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of:

- (1) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof;
- (2) the existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) operations for which the classification stated in the policy or in the manuals in use by The Travelers specifies "including completed operations".

4. "Damages" as used under Coverage P means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.
5. "Elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolitive operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.
6. "Escalator" means a moving inclined continuous stairway or runway for raising or lowering passengers.
7. "Incidental contract" means any written (a) lease of premises, (b) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (c) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (d) sidetrack agreement, (e) elevator maintenance agreement.
8. "Insured" means any person or organization qualifying as an Insured in the "Persons Insured" provision. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of The Travelers' liability.
9. "Insured premises" as used under Coverage E means all premises owned by or rented to the Named Insured with respect to which the Named Insured is afforded coverage for bodily injury liability under Coverage A, and includes the ways immediately adjoining on land.
10. "Medical expense" as used under Coverage E means expenses for necessary medical, surgical, x-ray and dental service including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.
11. "Mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (a) not subject to motor vehicle registration, or (b) maintained for use exclusively on premises owned or rented to the Named Insured, including the ways immediately adjoining, or (c) designed for use principally on public roads, or (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment and geophysical exploration and well servicing equipment.
12. "Named Insured" means the person or organization named in Item 2. of the GENERAL DECLARATIONS.
13. "Named Insured's products" means goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, including any container thereof (other than a vehicle), but "Named Insured's products" shall not include a vending machine or any property other than such container, rented to be located for use of others but not sold.

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14. "Occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the Insured.
15. "Products hazard" includes bodily injury and property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others.
16. "Property damage" means (a) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.
17. "Trailer" includes semi-trailer but does not include mobile equipment.

## F. Additional Condition—This form is subject to:

1. any declarations or endorsements indicated as applicable to it;
2. the GENERAL PROVISIONS FORM.

## G. Special State Provisions

1. Massachusetts—Mobile Equipment—The following additional provisions apply to bodily injury under Coverage A and property damage under Coverage B arising out of the ownership, maintenance, use, loading or unloading of any mobile equipment with respect to which insurance is required of the Named Insured under the Massachusetts Compulsory Liability Act. (Chapter 346, Acts of 1925):
  - a. Except to the extent provided in paragraph b. below, the insurance afforded by Section II of the policy does not apply either on a primary or excess basis to bodily injury or property damage with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the Named Insured.
  - b. If the only liability insurance applicable with respect to such bodily injury under such a Motor Vehicle Policy is under the compulsory coverage, Coverage A (Bodily Injury) of Section II of the policy shall apply in excess of such insurance, but only with respect to bodily injury arising out of the operation or use of the mobile equipment other than solely for the purposes of transportation or locomotion.
2. Michigan—Limitation of Coverage for Pollution—Under Part B., (Exclusions), in Provision 1., paragraph (2) under each of the exclusions (p) and (q) is amended by the substitution of the word "federal" for the word "governmental".
3. Oklahoma, Texas, West Virginia—Limitation of Coverage for Pollution—Under Part B., (Exclusions), in Provision 1., exclusions (p) and (q) are hereby deleted and replaced by the following:
 

"(p) bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental."
4. New Hampshire, Vermont — Snowmobiles — Under Part B. (Exclusions), Exclusions 1. (o)(2) and 2. (a)(2)(ii) apply only if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the Named Insured.

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**A. Insuring Agreements**

1. **Contractual Liability – Coverage Y (Bodily Injury) and Coverage Z (Property Damage) – Subject to SECTION II COVERAGE DECLARATIONS A** The Travelers will pay on behalf of the Insured all sums which the Insured, by reason of contractual liability assumed by him under any written contract designated in such declarations, shall become legally obligated to pay as damages because of:

(a) bodily injury; or

(b) property damage;

to which this insurance applies, caused by an occurrence.

The Travelers shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but The Travelers shall not be obligated to pay any claim or judgment or to defend:

(c) any arbitration proceeding wherein The Travelers is not entitled to exercise the Insured's rights in the choice of arbitrators and in the conduct of such proceedings, or

(d) any suit after the applicable limit of The Travelers' liability has been exhausted by payment of judgments or settlements.

2. **Supplementary Payments – This insurance is subject to Insuring Agreement A.4. of the COMPREHENSIVE GENERAL LIABILITY FORM or Insuring Agreement A. 4. of the GARAGE LIABILITY FORM, whichever is made a part of the policy.**

**B. Exclusions – This insurance does not apply:**

(1) to liability assumed by the Insured under any incidental contract;

(2) (a) if the Insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such Insured, including

(i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(ii) supervisory, inspection or engineering services;

(b) if the indemnitee of the Insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(ii) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

(3) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;

(4) to bodily injury or property damage for which the indemnitee may be held liable

(a) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

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- (b) if not so engaged, as an owner or lessor premises used for such purposes, if such liability is imposed
  - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage; or
  - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the indemnitee as an owner or lessor described in (b) above;
- (5) to any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (6) to property damage to
  - (a) property owned or occupied by or rented to the Insured,
  - (b) property used by the Insured, or
  - (c) property in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control;
- (7) to any obligation for which the Insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
- (8) to property damage to premises alienated by the Named Insured arising out of such premises or any part thereof;
- (9) to loss of use of tangible property which has not been physically injured or destroyed resulting from
  - (a) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement, or
  - (b) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured;
- (10) to property damage to the Named Insured's products arising out of such products or any part of such products;
- (11) to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (12) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (13) to bodily injury or property damage arising out of any emission, discharge, seepage, release or escape of any liquid, solid, gaseous or thermal waste or pollutant
  - (a) if such emission, discharge, seepage, release or escape is either expected or intended from the standpoint of any Insured or any person or organization for whose acts or omissions any Insured is liable, or
  - (b) resulting from or contributed to by any condition in violation of or non-compliance with any governmental rule, regulation or law applicable thereto;

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but this exclusion does not apply to property damage arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water;

- (14) to property damage arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water, but this exclusion does not apply to property damage resulting from fire or explosion arising out of any emission, discharge, seepage, release or escape which neither
  - (a) is expected or intended from the standpoint of any Insured or any person or organization for whose acts or omissions any Insured is liable; nor
  - (b) results from or is contributed to by any condition in violation of or non-compliance with any governmental rule, regulation or law applicable thereto; or
- (15) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stuntng activity or in practice or preparation for any such contest or activity.

Unless stated in SECTION II COVERAGE DECLARATIONS A as not applicable, the following exclusions also apply to contractual liability assumed by the Insured under any agreement relating to construction operations:

- (16) to bodily injury or property damage arising out of construction, maintenance or repair of watercraft or loading or unloading thereof;
- (17) to bodily injury or property damage arising out of operations within 50 feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

**C. Persons Insured** – Each of the following is an Insured under this insurance to the extent set forth below:

- (1) if the Named Insured is designated in the GENERAL DECLARATIONS as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of such a business;
- (2) if the Named Insured is designated in the GENERAL DECLARATIONS as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (3) if the Named Insured is designated in the GENERAL DECLARATIONS as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to bodily injury to property damage arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in the GENERAL DECLARATIONS as a Named Insured.

**D. Limits of Liability**

- 1. **Coverages Y and Z** – For the purpose of determining the limit of The Travelers' liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

Regardless of the number of (1) Insureds under this form, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, The Travelers' liability is limited as described below.

- a. **Single Limit of Liability** – If a single limit of liability is stated in SECTION II COVERAGE DECLARATIONS A for Coverages Y and Z, the limit stated in such declarations as applicable to "each occurrence" is the total limit of The Travelers' liability for all damages arising out of bodily injury and property damage as the result of any one occurrence.

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Subject to the preceding provision as respects each occurrence, the total liability of The Travelers for all damages because of all property damage to which this insurance applies shall not exceed the limit of property damage liability stated in SECTION II COVERAGE DECLARATIONS A as "aggregate". Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the Named Insured.

b. **Separate Limits of Liability** — If separate limits of liability are stated in SECTION II COVERAGE DECLARATIONS A for Coverages Y and Z, the following applies:

- (1) **Coverage Y** — The total liability of The Travelers for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in SECTION II COVERAGE DECLARATIONS A as applicable to "each occurrence".
- (2) **Coverage Z** — The total liability of The Travelers for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in SECTION II COVERAGE DECLARATIONS A as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of The Travelers for all damages because of all property damage to which this insurance applies shall not exceed the limit of property damage liability stated in SECTION II COVERAGE DECLARATIONS A as "aggregate". Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the Named Insured.

**E. Additional Definitions**

1. **"Contractual liability"** means liability expressly assumed under a written contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the Named Insured's products or a warranty that work performed by or on behalf of the Named Insured will be done in a workman-like manner.
2. **"Suit"** includes an arbitration proceeding to which the Insured is required to submit or to which the Insured has submitted with The Travelers' consent.

**F. Additional Conditions**

1. **Arbitration** — The Travelers shall be entitled to exercise all of the Insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.
2. **Premium (Applicable when this endorsement is to apply to all written contracts.)** — The provisional premium stated in SECTION II PREMIUM DECLARATIONS A is the estimated premium on account of such written contracts as are on file with or known to The Travelers. The Named Insured shall notify The Travelers of all other written contracts entered into during the policy period to which this insurance applies.
3. **This endorsement is subject to:**
  - (a) any declarations or endorsements indicated as applicable to it;
  - (b) Part E. (Definitions) of the COMPREHENSIVE GENERAL LIABILITY FORM or Part F. (Definitions) of the GARAGE LIABILITY FORM whichever is made a part of the policy; and
  - (c) the GENERAL PROVISIONS FORM.

**G. Special Provision (Applicable only when this endorsement affords coverage on a "designated contracts" basis)** — American Institute of Architects Contract Documents — With respect to the architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of the contract to which this endorsement applies, the following is substituted for exclusion (2) under Part B. (Exclusions):

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"to the liability of the architect, his agents or employees arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or (2) the giving of or the failure to give directions or instructions by the architect, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage."

**H. Special State Provisions**

1. **Michigan — Limitation of Coverage for Pollution** — Under Part B., (Exclusions), paragraph (b) under each of the exclusions (13) and (14) is amended by the substitution of the word "federal" for the word "governmental".
2. **Oklahoma, Texas, West Virginia — Limitation of Coverage for Pollution** — Under Part B., (Exclusions), exclusions (13) and (14) are hereby deleted and replaced by the following:

"to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental."

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## SECTION II SPECIAL PROVISIONS ENDORSEMENT C

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A. Application — Such insurance as is afforded by the COMPREHENSIVE GENERAL LIABILITY FORM is amended by a provision below shown as applicable in the SECTION II COVERAGE DECLARATIONS C.

B. Provisions

(1) ADDITIONAL INSURED (CONCESSIONAIRES TRADING UNDER NAMED INSURED'S NAME — PRODUCTS) — With respect to bodily injury or property damage included within the completed operations hazard or the products hazard, Provision 1. of Part C. (Persons Insured) is amended to include as an Insured the person or organization designated in the declarations.

(2) ADDITIONAL INSURED (CO-OWNER OF INSURED PREMISES) — Provision 1. of Part C. (Persons Insured) is amended to include as an Insured the person or organization designated in the declarations but only with respect to his liability as co-owner of the premises designated in the declarations.

(3) ADDITIONAL INSURED (CONTROLLING INTEREST)
 

- 1. Provision 1. of Part C. (Persons Insured) is amended to include as an Insured the person or organization designated in the declarations, but only with respect to his liability arising out of:
  - (a) his financial control of the Named Insured; or
  - (b) premises owned, maintained or controlled by him while said premises are leased to or occupied by the Named Insured.
- 2. The insurance afforded by this provision does not apply to structural alterations, new construction or demolition operations performed by or for said person or organization.

(4) ADDITIONAL INSURED (EMPLOYEES) — Provision 1. of Part C. (Persons Insured) is amended to include any employee of the Named Insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply to:
 

- (1) bodily injury to: (a) another employee of the Named Insured arising out of or in the course of his employment; or (b) the Named Insured or, if the Named Insured is a partnership or joint venture, any partner or member thereof; or
- (2) property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by: (a) another employee of the Named Insured; or (b) the Named Insured or, if the Named Insured is a partnership or joint venture, any partner or member thereof.

(5) ADDITIONAL INSURED (ENGINEERS, ARCHITECTS OR SURVEYORS) — Such insurance as is afforded under Coverages A and B applies, subject to the following provisions:
 

- (1) Provision 1. of Part C. (Persons Insured) is amended to include any architect, engineer or surveyor engaged by the Named Insured but only with respect to liability arising out of the premises of the Named Insured or operations performed by or for the Named Insured.
- (2) The insurance with respect to such architects, engineers or surveyors does not apply to bodily injury or property damage arising out of any professional services performed by or for the Named Insured, including:
  - (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications; and
  - (b) supervisory, inspection or engineering services.

(6) ADDITIONAL INSURED (GRANTOR OF FRANCHISE) — Provision 1. of Part C. (Persons Insured) is amended to include as an Insured the person or organization designated in the declarations, but only with respect to his liability as grantor of a franchise to the Named Insured.

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**SECTION II SPECIAL PROVISIONS ENDORSEMENT C**

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(7) **ADDITIONAL INSURED (GOLFMOBILES)** – Provision 1. of Part C. (Persons Insured) is amended to include as an Insured any person using or legally responsible for the use of golfmobiles loaned or rented to others by the Named Insured or any concessionaire of the Named Insured.

**(8) ADDITIONAL INSURED (MORTGAGEE, ASSIGNEE OR RECEIVER)**

1. Provision 1. of Part C. (Persons Insured) is amended to include as an Insured the person or organization designated in the declarations, but only with respect to his liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises described in the declarations by the Named Insured.
2. The insurance does not apply to structural alterations, new construction or demolition operations performed by or for said person or organization.

(9) ADDITIONAL INSURED (OIL OR GAS OPERATIONS – WORKING INTERESTS, NON-OPERATING) – Provision 1. of Part C (Persons Insured) is amended to include as an Insured:

(1) Co-owners, joint venturers, or mining partners having a non-operating working interest with the Named Insured in any oil or gas lease, but only with respect to his liability arising out of such interest.

(2) Owners or co-owners of oil or gas leases for whom the Insured acts under written contract as operating agent.

**ADDITIONAL INSURED (PREMISES LEASED TO THE NAMED INSURED)** — Provision 1. of Part C. (Persons Insured) is amended to include as an Insured the person or organization designated in the declarations, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated in the declarations leased to the Named Insured, and subject to the following additional exclusions:

**The insurance does not apply to:**

- (1) any occurrence which takes place after the Named Insured ceases to be a tenant in said premises; or
- (2) structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated in the declarations.

(11) **ADDITIONAL INSURED (STATE OR POLITICAL SUBDIVISIONS – PERMITS)** – Provision 1. of Part C. (Persons Insured) is amended to include as an Insured any state or political subdivision thereof designated in the declarations, subject to the following additional provisions:

(1) The insurance applies only with respect to operations performed by or on behalf of the Named Insured for which the state or political subdivision has issued a permit.

(2) The insurance does not apply to bodily injury or property damage:

- (a) arising out of operations performed for the state or municipality; or
- (b) related within the completed operations hazard.

(3) If proper, damage liability coverage (Coverage B) is not otherwise afforded, such insurance shall nevertheless apply with respect to operations performed by or on behalf of the Named Insured for which such permit has been issued subject to the limits of liability stated in the declarations.

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**(12) ADDITIONAL INSURED (STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES) –** Provision 1. of Part C. (Persons Insured) is amended to include as an Insured any state or political subdivision designated in the declarations, subject to the following additional provisions:

(1) The insurance for any such Insured applies only with respect to such of the following hazards for which the state or political subdivision has issued a permit in connection with premises owned by, rented to or controlled by the Named Insured and to which bodily injury liability coverage (Coverage A) applies:

- (a) the existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) the construction, erection or removal of elevators;
- (c) the ownership, maintenance or use of any elevators covered by Section II of the policy.

(2) If property damage liability coverage (Coverage B) is not otherwise afforded, such insurance shall nevertheless apply with respect to operations performed by or on behalf of the Named Insured in connection with the hazard for which the permit has been issued subject to the limits of liability stated in the declarations.

**(13) ADDITIONAL INSURED (TEAMS, DRAFT OR SADDLE ANIMALS) –** With respect to the ownership, maintenance, operation, use, loading or unloading of draft or saddle animals and vehicles for use therewith, Provision 1. of Part C. (Persons Insured) is amended to include any person or organization legally responsible for the use of such animals or vehicles, other than a person or organization or any employee thereof to whom the Named Insured has rented such animals or vehicles; provided that the actual use of such animals or vehicles is by the Named Insured or with his permission.

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**A. Application** — Such insurance as is afforded by the FARMER'S COMPREHENSIVE PERSONAL LIABILITY FORM or the COMPREHENSIVE PERSONAL LIABILITY ENDORSEMENT is amended by a provision below shown as applicable in the SECTION II COVERAGE DECLARATIONS G.

**B. Provisions**

**(1) ADDITIONAL INSUREDS** — If a person is designated in the declarations as an additional Insured, Part C. (Persons Insured) is amended to include such persons as an Insured while a resident of the Named Insured's household.

**(2) ADDITIONAL RESIDENCE PREMISES AND ELEVATORS** — If an additional residence premises is designated in the declarations, the definition of residence premises under Part E. (Definitions) is amended to include such additional premises, but the insurance with respect to such additional premises does not apply:

- (a) to the ownership, maintenance or use of any elevator; but this exclusion does not apply under Coverage L. (Personal Liability) if elevators are designated in the declarations; or
- (b) under Coverage M. (Personal Medical Payments), to bodily injury to any person other than to a residence employee or insured farm employee while engaged in his employment for an Insured, unless indicated as applicable in the declarations.

**(3) BUSINESS PURSUITS** — With respect to the business pursuits of the Insured named in the declarations in connection with the business, trade or occupation stated therein, exclusion (b) is deleted as respects the coverage or coverages designated in the declarations with an "X", subject to the following additional provisions:

This insurance does not apply to:

- (a) bodily injury or property damage arising out of the business pursuits of the Insured in connection with a business owned or financially controlled by such Insured or by a partnership or joint venture of which such Insured is a partner or member;
- (b) bodily injury or property damage arising out of the rendering or failure to render professional services of any nature, including but not limited to any architectural, engineering or industrial design services, any medical, surgical, dental or other services or treatment conducive to health of persons or animals and any cosmetic or tonsorial services or treatment; or
- (c) bodily injury to a fellow employee of the Insured injured in the course of his employment.

**(4) CONSTRUCTION OF DWELLINGS OR FARM STRUCTURES** — The definition of insured premises under Part E. (Definitions) is amended to include the land described in the declarations with respect to the construction thereon of a farm structure or a one or two family dwelling by the Insured or by the Insured and independent contractors, subject to the following provisions:

- (a) this insurance applies only to Coverage L. (Personal Liability);
- (b) this insurance does not apply to bodily injury to any employee of the Insured arising out of and in the course of his employment by the Insured; and
- (c) the additional premium for this insurance is not subject to short rate adjustment.

**(5) EXCLUSION FOR FARM EMPLOYEES ILLEGALLY EMPLOYED**

1. The insurance afforded under Coverage L. (Personal Liability) and Coverage M. (Personal Medical Payments) does not apply to bodily injury to any insured farm employee employed in violation of law with the knowledge or acquiescence of the Insured.
2. The insurance afforded under Coverage L. (Personal Liability) does not apply to punitive or exemplary damages on account of bodily injury to any insured farm employee employed in violation of law.

## SECTION II SPECIAL PROVISIONS ENDORSEMENT C

**(6) EXCLUSION OF EMPLOYEES OF DESIGNATED INSUREDS** – The insurance afforded under Coverage L. (Personal Liability) and Coverage M. (Personal Medical Payments) with respect to the Insured designated in the declarations, does not apply to bodily injury to any employee of the type designated in the declarations arising out of and in the course of his employment by said Insured, unless assisting him in his personal sport activities.

**(7) FARMS RENTED TO OTHERS** – Definition 8. (Insured premises) of Part E. (Definitions) is amended to include the farm land or farm premises designated in the declarations.

**(8) FIRE HAZARD COVERAGE – FARMS** – Definition 5. (Fire hazard) of Part E. (Definitions) is amended to include property damage to insured premises used, rented or operated by the Named Insured or his spouse as a farm, if such property damage arises out of: (a) fire; (b) explosion; or (c) smoke or smudge caused by sudden, unusual and faulty operation of any heating or cooking unit, but the insurance afforded by this coverage is subject to the following additional provisions:

- (a) the limit of liability stated in the declarations is the limit of The Travelers' liability for all damages as the result of one occurrence. This limit applies separately to the insurance afforded by this coverage and is in lieu of any other limit of liability stated in SECTION II COVERAGE DECLARATIONS F;
- (b) the deductible amount stated in the declarations shall be deducted from all sums which the Insured shall become legally obligated to pay as damages as a result of one occurrence;
- (c) the terms of the policy, including those with respect to notice of occurrence and The Travelers' right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount; and
- (d) the Travelers may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the Insured shall promptly reimburse The Travelers for such part of the deductible amount as has been paid by The Travelers.

**(9) INCIDENTAL OFFICE, SCHOOL OR STUDIO OCCUPANCY BY AN INSURED**

1. The residence premises designated in the declarations shall not be considered business property because an Insured occupies a part thereof as an office, school or studio.
2. Under Coverage L. (Personal Liability), subdivision (1) of exclusion 1.(b) does not apply to business pursuits of an Insured which are necessary or incidental to his occupancy of such residence premises as an office, school or studio.
3. The insurance does not apply to bodily injury to any employee of an Insured arising out of such occupancy or business pursuits, other than to a residence employee or insured farm employee while engaged in his employment as such for an Insured.

**(10) PARTNERSHIP AS NAMED INSURED** – If the Named Insured is designated as a partnership in the GENERAL DECLARATIONS:

- (a) the term "Named Insured" includes each of the partners named in the declarations;
- (b) the insurance applies to the non-partnership operations, activities and property of each such partner as if he had been issued separate Farmer's Comprehensive Personal Liability insurance; and
- (c) with respect to partnership operations, activities and property, the insurance applies to the partnership and all partners collectively and not separately.

**PERSONAL MEDICAL PAYMENTS – BUSINESS VISITORS**

1. Under Coverage M. (Personal Medical Payments), exclusion 2.(b) and subdivision (3) of exclusion 2.(g) are deleted, but only with respect to persons other than employees of any Insured, who are on the insured premises or the ways immediately adjoining because business pursuits are conducted or professional services rendered on the insured premises.
2. This insurance does not apply to bodily injury arising out of the rendering of or failure to render professional services of any nature, including but not limited to any medical, surgical, dental or other services or treatment conducive to the health of persons and any cosmetic or tonsorial services or treatment.

The Travelers  
Commercial Policies

## SECTION II SPECIAL PROVISIONS ENDORSEMENT C

Symbol C-238  
Page 3 of 5

**(12) PROFESSIONAL LIABILITY – TEACHERS** – With respect to the teaching activities of the Insured designated in the declarations, exclusions 1.(b), 1.(c) and 1.(d) of Part B. (Exclusions) do not apply; and exclusions 2.(b), 2.(c) and 2.(d) of Part F. (Exclusions) do not apply if Coverage M. (Personal Medical Payments) is designated in the declarations as included.

It is further provided that this insurance does not apply to:

- (a) bodily injury or property damage arising out of the business pursuits of the Insured in connection with a business or school owned or financially controlled by such Insured or by a partnership or joint venture of which such Insured is a partner or member;
- (b) bodily injury or property damage arising out of the rendering of or failure to render professional services of any nature (other than teaching); including but not limited to any architectural, engineering or industrial design services, any medical, surgical, dental or other services or treatment conducive to the health of persons or animals and any cosmetic or tonsorial services or treatment;
- (c) bodily injury or property damage arising out of the maintenance, operation, use, loading or unloading of draft or saddle animals, vehicles for use therewith, automobiles, watercraft or aircraft owned, operated or hired by or for the Insured or his employer or used by the Insured for the purpose of instruction in the use thereof;
- (d) bodily injury to a fellow employee of the Insured injured in the course of his employment; or
- (e) bodily injury to any pupil arising out of corporal punishment administered by or at the direction of the Insured, but this exclusion does not apply under Coverage L. (Personal Liability) if Coverage L. is designated in the declarations as including corporal punishment.

**(13) WATERCRAFT** – Exclusions 1.(d) and 2.(d) of Part B. (Exclusions) do not apply with respect to the ownership, maintenance or use, including loading and unloading, of the watercraft designated in the declarations, but the insurance with respect to such watercraft does not apply:

- (a) to bodily injury to any employee of the Insured arising out of or in the course of his employment by the Insured, if such employee's principal duties are in connection with the maintenance or use of said watercraft; or
- (b) while said watercraft is used to carry persons for a charge or is rented to others.

The Travelers  
Commercial Policies

## GENERAL PURPOSE ENDORSEMENT

016-3  
Symbol  
PageDESIGNATION OF PREMISES  
(PART LEASED TO INSURED)LONG POND BEACH  
HIGHLAND FALLS, NYHIGHLAND FALLS FIRE DEPT  
MOUNTAIN AVE  
HIGHLAND FALLS, NY

PORT MONTGOMERY SCHOOL

BROOKSLAKE  
PORT MONTGOMERYNAME OF PERSON OR ORGANIZATION  
(ADDITIONAL INSURED)UNITED STATES GOVERNMENT  
C/O MORRICE LUSTIG  
U.S. FIRE INSURANCE DIST  
919 E. 16TH STREET  
NEW YORK, NYHIGHLAND FALLS, FIRE DEPT  
MOUNTAIN AVE  
HIGHLAND FALLS, NYCENTRAL SCHOOL DISTRICT  
TOWN OF HIGHLANDS  
PORT MONTGOMERY SCHOOL  
PORT MONTGOMERY, NYTHE PEOPLE OF THE STATE  
OF NEW YORK N.Y.S. EXECUTIVE  
DEPT.  
OFFICE OF PARKS AND RECREATION,  
PALISADES INTERSTATE PARK COM.,  
THEIR OFFICES, AGENTS AND  
EMPLOYEES.

The Travelers  
Edition A**INDIVIDUAL NAMED INSURED ENDORSEMENT**  
(Forming part of Section III)Symbol 8070A  
Page 1 of 3**This endorsement modifies such insurance as is afforded by the COMPREHENSIVE AUTOMOBILE LIABILITY FORM.****It is agreed that the insurance applies with respect to the individual named in Item 2. of the GENERAL DECLARATIONS, subject to the following:****1. Additional Definitions** – When used in reference to such insurance (including this and other endorsements forming a part of Section III):**"Individual Named Insured"** means the person named in Item 2. of the GENERAL DECLARATIONS and, except with respect to notice of cancellation, includes his spouse if a resident of the same household; provided that, if the person so named shall die, the insurance afforded by this endorsement shall apply to the surviving spouse (if a resident of the same household at the time of such death), as Individual Named Insured;**"Relative"** means a relative of the Named Insured who is a resident of the same household; and**"Utility automobile"** means an automobile of the truck type with a load capacity of 1500 pounds or less not used for wholesale or retail delivery other than farming or deliveries incidental to the Named Insured's occupation as a craftsman or as an installer or repairer of furnishings or equipment.**2. Liability Coverages****A. Use of Non-Owned Automobiles** – The insurance does not apply to bodily injury or property damage arising out of the use of any non-owned automobile in a business of which the Individual Named Insured (or exclusively a combination of Named Insureds) is not the sole owner, unless the bodily injury or property damage results from the actual operation or occupancy of the automobile by the Individual Named Insured or his private chauffeur or domestic servant.**B. Fellow Employees** – The insurance also applies to the Individual Named Insured while engaged in the business of his employer with respect to bodily injury to any fellow employee of such Individual Named Insured injured in the course of his employment.**C. Personal Automobile Extensions** – If the Individual Named Insured owns during the policy period a private passenger or utility automobile which is maintained or used principally for purposes other than the automobile business:

(1) The insurance also applies to a relative, as insured, while using a private passenger automobile (or trailer designed for use therewith) not owned by or furnished or available for the regular use of any relative; provided his actual operation or (if he is not operating) the other actual use of such automobile is with the permission, or reasonably believed to be with the permission, of the owner and is within the scope of such permission, and provided further such use is not in any business or occupation of the relative.

(2) Provision 1. (a) of Part B. (Exclusions) of the COMPREHENSIVE AUTOMOBILE LIABILITY FORM does not apply to liability assumed with respect to the operation or occupancy by the Individual Named Insured or a relative of:

(a) a private passenger or utility automobile (or a trailer used therewith) not furnished or available for the regular use of any such person, except while such automobile or trailer is being used as a public or livery conveyance; or

(b) any other automobile except while being maintained or used in any business or occupation.

**D. Exclusions****The insurance afforded by this endorsement:**

(1) does not apply to bodily injury or property damage with respect to which an insured under Section III of the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;

**INDIVIDUAL/NAMED INSURED ENDORSEMENT**  
(Forming part of Section III)

Symbol 3020A  
Page 2 of 6

(2) is not subject to Provision 1, (1) of Part B, (Exclusions) of the Comprehensive Automobile Liability PURM; (16) Provision 2, (Sections II and III) of Part B, (Nuclear Energy Provisions) of the GENERAL PROVISIONS; (17) Provision 3, (Exclusions) of Part C, (Comprehensive Automobile Liability PURM).

**3. Automobile Medical Payments Coverage**

**A. Automobile Insured—Division 2**—The Individual Named Insured and any relative shall be an insured under this insurance. If the Individual Named Insured shall die, any person who was an insured at the time of such death shall continue to be an insured.

**B. Coverage of Non-Owned Automobiles**—If insurance is afforded under Division 1 with respect to any automobile owned by the Individual Named Insured, the insurance also applies to any other automobile not owned by the Individual Named Insured, if the bodily injury results from its operation or occupancy by the Individual Named Insured or its operation on his behalf by his private chauffeur or domestic servant, subject to Provision D. below.

**C. Personal Automobile Extensions**

**(1) Division 1**—The exclusion under Division 1 with respect to bodily injury arising out of and in the course of employment by the Individual Named Insured does not apply to bodily injury resulting from the operation or occupancy of an automobile by the Individual Named Insured or a relative, unless the injured person is employed or otherwise engaged in the automobile business and benefits for such injury are in whole or in part either payable or required to be paid under any workmen's compensation law.

**(2) Division 1**—If such owned automobile is a private passenger or utility automobile which is maintained or used principally for purposes other than garage operations:

(a) The insurance also applies, under Division 1, to any other private passenger or utility automobile or home, office, garage, display, or passenger trailer which is not owned or furnished or available for the regular use of, and is not being used or hired in the business or occupation of any relative, provided the bodily injury results from the operation or occupancy of such automobile by the relative and such operation or occupancy is with the permission, or reasonably believed to be with the permission, of the owner.

(b) With respect to the insurance afforded under Division 1 for such automobile and the insurance afforded by virtue of Provisions A., B. and C. hereof, the limit of liability for bodily injury sustained by the Named Insured or any relative shall be twice the amount stated in the declarations for Automobile Medical Payments, provided nothing less than a properly installed seat belt was being used by the injured person at the time of the accident.

**(3) Division 1**—The insurance under Division 1 does not apply to bodily injury to any person while occupying a trailer located

on land or water, if such trailer is a residence or premises.

(4) If insurance is not afforded with respect to hired automobiles, the insurance under Division 1 does not apply to bodily injury to any person injured:

(a) while occupying a vehicle used as a public or livery conveyance.

(b) while such person is employed or otherwise engaged in any business or occupation, unless the bodily injury results from the operation or occupancy of a private passenger automobile by the Individual Named Insured or by his private chauffeur or domestic servant, or of a trailer used therewith or with a private passenger or utility automobile owned by the Individual Named Insured.

(5) With respect to such insurance as is afforded under Division 1 for any private passenger or utility automobile owned by the Individual Named Insured and maintained or used principally for purposes other than garage operations and such insurance as is afforded by virtue of Provisions A., B. and C. hereof, The Travelers, in the event of payment, shall be subrogated to all rights of recovery therefor which the injured person or anyone receiving such payment may have against any person or organization and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

The Travelers  
Edition 5INDIVIDUAL NAMED INSURED ENDORSEMENT  
(Forming part of Section III)Symbol 3070A  
Page 3 of 3

4. **Cancellation by The Travelers Limited** – After Section III of the policy has been in effect for 60 days or, if the insurance under Section III is a renewal, effective immediately, The Travelers shall not exercise its right to cancel the insurance afforded to the Individual Named Insured with respect to private passenger or utility automobiles for bodily injury liability and property damage liability unless:

- A. The Named Insured fails to discharge when due any of his obligations in connection with the payment of premium for the policy or any instalment thereof;
- B. The insurance was obtained through fraudulent misrepresentation;
- C. The Insured violates any of the terms and conditions pertaining to Section III;
- D. The Named Insured or any other operator, either resident in the same household or who customarily operates an automobile insured under Section III:
  - (1) has had his driver's license suspended or revoked during the period Section III coverage is in effect;
  - (2) is or becomes subject to epilepsy or heart attacks, and such individual cannot produce a certificate from a physician testifying to his unqualified ability to operate a motor vehicle; or
  - (3) is or has been convicted of or forfeits bail during the 36 months immediately preceding the effective date of this endorsement or during the period this endorsement is in effect, for:
    - (a) any felony;
    - (b) criminal negligence resulting in death, homicide or assault, arising out of the operation of a motor vehicle;
    - (c) operating a motor vehicle while in an intoxicated condition or while under the influence of drugs;
    - (d) leaving the scene of an accident without stopping to report;
    - (e) theft of a motor vehicle;
    - (f) making false statements in an application for a driver's license; or
    - (g) a third violation, committed within a period of 18 months, of: (i) any ordinance or regulation limiting the speed of motor vehicles; or (ii) any of the provisions in the motor vehicle laws of any state, the violation of which constitutes a misdemeanor, whether or not the violations were repetitions of the same offense or were different offenses; or
- E. The Travelers issues to the Individual Named Insured a Personal Automobile Policy affording bodily injury liability and property damage liability coverage with limits of liability equal to those afforded herein and applicable to those private passenger or utility automobiles to which the policy applies. Such Personal Automobile Policy shall commence on the effective date of cancellation of Section III and expire on the next anniversary of the effective date of Section III or on the policy's expiration date, whichever is the earlier date, and shall contain an agreement that The Travelers shall not exercise its right to cancel the insurance afforded under such policy unless one or more of the events designated in Provisions A., B., C. or D. of this Part 4. occurs.

The Travelers  
Commercial PoliciesDECLARATIONS A - AUTOMOBILE COVERAGES  
(Applicable to Sections III and IV)Symbol 3078  
Page 1 of 21. Policy No: **650-5844016-3-COP-75** Issue Date: **10/28/75**2. Forms Applicable - **COMPREHENSIVE AUTOMOBILE FORM**  **SCHEDULE LIABILITY FORM**   
**AUTOMOBILE PHYSICAL DAMAGE FORM** 3. **Coverage Afforded and Limits of Liability** - Insurance is afforded for such of the following coverages for which a limit of liability or an "X" is inserted. The limit of The Travelers' liability for each such coverage shall be as stated herein or as shown in **SECTIONS III AND IV COVERAGE DECLARATIONS B**.

Coverage	Limits of Liability	
	each person	each occurrence
C. Bodily Injury Liability	\$ 500,000	\$ 1,000,000
D. Property Damage Liability	\$	\$ 100,000
C. Bodily Injury Liability and	Single Limit	\$
D. Property Damage Liability		each occurrence
F. Automobile Medical Payments	\$	
U. Uninsured Motorists (See Item 6c herein.)		

**Physical Damage - Section IV**

O - Comprehensive



P - Collision



O - Fire, Lightning or Transportation



R - Tires



S - Combined Additional

T - Towing - subject to a limit of \$25 for each  
disability4. **Liability - Section III**a. **Bodily Injury Liability and Property Damage Liability Coverages - SCHEDULE AUTOMOBILE LIABILITY FORM** - Insurance is afforded for only such automobile hazards for which an "X" is inserted. Owned Automobile  Hired Automobiles  Non-owned Automobilesb. **Automobile Medical Payments**1. **Division 1** - Insurance is afforded only with respect to the type of automobile for which an "X" is inserted.

<input type="checkbox"/> Any owned automobile	<input type="checkbox"/> Any licensed owned private passenger automobile
<input type="checkbox"/> Any hired automobile	<input type="checkbox"/> Any non-owned automobile
<input type="checkbox"/> Any automobile with Coverage F designated in the <b>SECTIONS III AND IV COVERAGE DECLARATIONS B</b>	<input type="checkbox"/> Other - describe: _____

2. **Designated Person Insured - Division 2:** (Insurance does not apply in the absence of a specific entry.)c. **Uninsured Motorists**1. **Description of Insured Highway Vehicles** - Insurance is afforded only with respect to the insured highway vehicles for which an "X" is inserted.

<input checked="" type="checkbox"/> Any automobile owned by the Named Insured.
<input type="checkbox"/> Any private passenger automobile owned by the Named Insured.
<input type="checkbox"/> Any highway vehicle described with Coverage U designated in the <b>SECTIONS III AND IV COVERAGE DECLARATIONS B</b> and a highway vehicle ownership of which is acquired during the period Section III is in effect by the Named Insured as a replacement therefore.
<input type="checkbox"/> Any mobile equipment owned or leased by and registered in the name of the Named Insured.
Other - Describe: _____

2. **Designated Insured:**

The Travelers  
Commercial PoliciesDECLARATIONS A - AUTOMOBILE COVERAGES  
(Applicable to Sections III and IV)Symbol 307B  
Page 2 of 2

3. **Applicable Endorsement:** The limit of liability indicated for Coverage U is indicated below. Insurance for property damage shall be subject to any deductible as stated in the applicable state endorsement.

State or Jurisdiction	Endorsement Symbol	Limits of Liability		
		Each Person	Bodily Injury Each Occurrence	Property Damage Each Occurrence
NY	XXXX	\$ 10,000	\$ 20,000	\$

5. **Physical Damage - Section IV**a. **Newly Acquired Automobiles -**

1. **Coverages -** With respect to automobiles newly acquired during the period Section IV is in effect, the coverages afforded are those for which an "X" is inserted.

A coverage is subject to any deductible amount shown. The limit of liability is actual cash value.

Coverages	Deductible Amount
O - Comprehensive	\$
P - Collision	\$ 100
O - Fire, Lightning or Transportation	xxxxx
R - Theft	\$
S - Combined Additional	\$25 (Malicious Mischief or Vandalism)
TT - Towing - subject to a limit of \$25 for each disability	xxxxx

2. **Types of Newly Acquired Automobiles -** Each such coverage shall apply only to those types of newly acquired automobiles for which an "X" is inserted.

Coverage Applicable
<input checked="" type="checkbox"/> all covered automobiles
<input type="checkbox"/> all registered covered automobiles
<input type="checkbox"/> all covered automobiles of the private passenger type
<input type="checkbox"/> all covered automobiles of the commercial type

When so entered, in addition:

<input checked="" type="checkbox"/> when reported by the Named Insured to The Travelers within 30 days after their delivery
<input type="checkbox"/> excluding vehicles leased to the Named Insured
<input type="checkbox"/> excluding under Coverage P (Collision) any vehicle not having an actual cash value of at least \$ _____
<input type="checkbox"/> describe: _____

b. **Maximum Limit of Liability -** The Travelers shall not be liable for more:

than \$25,000 for any one covered automobile unless a higher limit is stated hereafter:  
than \$100,000 for all covered automobiles at any one location unless a higher limit is stated hereafter:  
than \$250,000 for all covered automobiles unless a higher limit is stated hereafter:  
S \_\_\_\_\_  
S \_\_\_\_\_  
S \_\_\_\_\_

The Travelers  
Commercial PoliciesAUTOMOBILE SCHEDULE AND PREMIUMS  
(Applicable to Sections III and IV)Symbol 308C  
Page 1 of 21. Policy No: **650-584A016-3-COF-75**Issue Date: **10/28/75**

2. **Scheduled Automobiles and Coverages Afforded** — The following discloses all the automobiles as of the effective date of these declarations: (a) owned by the Named Insured or (b) leased to the Named Insured under a written agreement for a term not less than one year. Insurance is afforded only for such coverages as are indicated by an "X" or for which deductible amount inserted in the coverage column below:

Auto No.	Description or No. of Automobiles by Class <b>PORT MONTGOMERY, NY (34-00)</b>	Covrances (See "NOTES" on reverse side)											
		C	N F	D	F	U	Limit of Liability	O	P Ded.	R	S	T	P ACV Ded.
1	72 CHEV 1L65MXT211815	6MA	X	X	X	X	ACV	X					100
2	74 CHEV 1K65MXT182895	6MA	X	X	X	X	ACV	X					100
3	74 DODGE DUMP V318735072394		X	X	X	X	ACV	X					100
4	72 GMC DUMP 1CE63JMV523141		X	X	X	X	ACV	X					100
5	70 FORD P/U FLYTEM70853		X	X	X	X	ACV	X					100

3. **Loss Payee** — Any loss under Coverages O, P, Q, R and S to an automobile described or designated below is payable as interest may appear to the Named Insured and the Loss Payee named below.

Description or Designation of Automobile

Name and Address of Loss Payee

4. **Interest of Named Insured in Covered Automobiles** — Except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, the Named Insured is the sole owner of all covered automobiles unless otherwise stated herein:

5. **Premiums** — The premiums stated below are included in the total premium for the policy as shown in the GENERAL DECLARATIONS, and are subject to adjustments as described in the GENERAL PROVISIONS FORM.

Premiums stated below are as designated:  Provisional  Non-Provisional

Owned Automobiles, including automobiles leased for a term not less than one year	<b>348A INCLUDED</b>	*Annual Premiums			
		Bodily Injury	Property Damage	Medical Payments	Uninsured Motorist
	<b>\$694</b>	<b>\$ 451</b>	<b>\$</b>	<b>\$ 22</b>	

Total premium for all Section IV coverages **\$1483**

Hired Automobiles

Types Hired	Town & State of Principal Use	Estimated Cost of Hire	*Rates Per \$100 Cost of Hire		*Annual Premiums	
			Bodily Injury	Property Damage	Bodily Injury	Property Damage
<b>1F</b>	<b>ANY</b>					

**TO BE DETERMINED**

Non-Owned Automobiles		*Rates Per Person		*Annual Premiums	
Tot. Empl.	Headquarters Town and State	Bodily Injury	Property Damage	Bodily Injury	Property Damage

**30 (6602) HIGHLAND NY** **\$22** **\$14**

*\*If a single rate or premium applies to bodily injury and to property damage, such rate or premium is included under bodily injury and "INCL" is indicated under property damage.*

## The Travellers Commercial Policies

**AUTOMOBILE SCHEDULE AND PREMIUMS SUPPLEMENTAL**  
(Applicable to Sections III and IV)

Symbol 308C  
Page 2 of 2

1. Policy No: **650-584A0163-COF-75** Issue Date: **10/28/75**

2. **Coverages Afforded** — When there are one or more entries below for a covered automobile designated hereunder, the coverages, limit of liability and deductibles applicable to such automobiles are as shown herein. Insurance is afforded only for such coverages as are indicated by an "X" or a deductible amount inserted in a coverage column below:

The Travelers  
Commercial PoliciesSECTION III COVERAGE DECLARATIONS II  
(Applicable to Section III Special Provisions Endorsement H)Symbol 314  
Page 1 of 1

1. Policy No: **650-584A016-3-CDF-75** Year Code: **75** Issue Date: **10/20/75**

2. Effective Date -- These declarations are effective on the policy's effective date stated in the GENERAL DECLARATIONS unless otherwise stated hereafter. These declarations are effective \_\_\_\_\_ and replace any SECTION III COVERAGE DECLARATIONS H of a prior effective date.

3. Applicable Provisions -- Only a provision for which an "X" is inserted applies.

"X"	Provision Title and Entries
(1) <input type="checkbox"/>	<b>ADDITIONAL INSURED</b> Person or Organization:  Address:
(2) <input type="checkbox"/>	<b>ANTIQUE AUTOMOBILE</b> Description or designation of automobile:
(3) <input checked="" type="checkbox"/>	<b>COMMERCIAL AUTOMOBILE - LOCAL (EXCLUSIVELY WITHIN A 50 MILE RADIUS)</b> <b>H-300(3)</b> Description or designation of automobile:  <b>VEHICLES 4 - 8</b>
(4) <input type="checkbox"/>	<b>COMMERCIAL AUTOMOBILE - MILEAGE LIMITATION</b> Description or designation of automobile:
	Mileage Radius:      miles
(5) <input type="checkbox"/>	<b>FIRE APPARATUS - VOLUNTEER FIREMAN AND VOLUNTEER WORKERS EXCLUDED</b>
(6) <input type="checkbox"/>	<b>FUEL DEALERS</b> Description or designation of automobile:

The Travelers  
Commercial PoliciesSECTION III COVERAGE DECLARATIONS EE  
(New York)  
(For any Endorsement Shown as Applicable Below)Symbol 348A  
Page 1 of 1

1. Policy No: **650-5842016-3-CBF-75** Issue Date: **10/20/75**

2. Effective Date — These declarations are effective on the policy's effective date stated in the GENERAL DECLARATIONS unless otherwise stated hereafter. These declarations are effective and replace any SECTION COVERAGE DECLARATIONS EE of a prior effective date.

3. Applicable Endorsements — Only an endorsement for which an "X" is inserted applies.

## Provision Title and Entries

(1)  MANDATORY PERSONAL INJURY PROTECTION

Basic Economic Loss	Maximum Work Loss	Maximum for Other Expense
\$50,000 aggregate	\$1,000 per month for 3 years	\$25 per day for 1 year

If indicated below, the insurance for Personal Injury Protection shall be subject to the following deductible per accident per family:

 \$200.(2)  ADDITIONAL PERSONAL INJURY PROTECTION

The following optional benefits are applicable only to those vehicles for which an "X" has been inserted:

All vehicles  Private Passenger Vehicles only  Commercial Vehicles only

(a) Basic Economic Loss, extended to accidents occurring outside of the State of New York or occurring in any Province of Canada.

(b) The following optional benefits are applicable:

(1)  Funeral Expenses up to Limit of \$2,000.

(2)  Extended Basic Economic Loss: Benefit limits as indicated below include the Mandatory Personal Injury Protection Benefits.

Option	Aggregate Limits of Combined Medical Expense and Work Loss	Monthly Work Loss	Essential Services Limit
<input type="checkbox"/> A.	\$ 75,000	\$1,500	\$50
<input type="checkbox"/> B.	100,000	2,000	50
<input checked="" type="checkbox"/> C.	150,000	3,000	50

(3)  NAMED INDIVIDUAL — BROADENED PERSONAL INJURY PROTECTION COVERAGE

Named Individual	Out of State Coverage	Funeral Benefits	Extended Economic Loss Option		
			A	B	C
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The State of  
Commercial Policies  
New York

## MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT

(New York)

Commercial Policies  
Page 1 of 1

The Company agrees with the named insured, as follows:

**Mandatory Personal Injury Protection**

The Company will pay first party benefits to reimburse for basic economic loss sustained by an eligible injured person on account of personal injuries caused by an accident arising out of the use or operation of a motor vehicle. This coverage applies only to motor vehicle accidents which occur during the policy period and within the State of New York.

**First Party Benefits**

First party benefits are payments equal to basic economic loss, reduced by the following:

- (a) 20 percent of the eligible injured person's loss of earnings from work to the extent that an eligible injured person's basic economic loss consists of such loss of earnings;
- (b) amounts recovered or recoverable by an eligible injured person for any element of basic economic loss under State and Federal laws providing social security disability or workmen's compensation benefits; and
- (c) the amount of any applicable deductible, provided that such deductible shall apply to each accident, but only to the total of first party benefits otherwise payable to the named insured and any relative as a result of that accident.

**Basic Economic Loss**

Basic economic loss shall consist of medical expense, work loss and other expense. Basic economic loss shall not include any loss sustained on account of death. Basic economic loss of each eligible injured person on account of any single accident shall not exceed \$50,000.

**Medical Expense**

Medical expense shall consist of reasonable and necessary expenses for:

- (a) medical, hospital, surgical, nursing, dental, ambulance, x-ray, prescription drug and prosthetic services;
- (b) psychiatric, physical and occupational therapy and rehabilitation;
- (c) any non-medical remedial care and treatment rendered in accordance with a religious method of healing recognized by the laws of New York, and
- (d) any other professional health services.

These medical expenses will not be subject to a time limitation, provided that within one year after the date of the accident it is ascertainable that further medical expenses may be sustained as a result of the injury.

**Work Loss**

Work loss shall consist of the sum of the following losses and expenses up to \$1,000 per month for a period of three years from the date of the accident:

- (a) loss of earnings from work which the eligible injured person would have performed had such person not been injured, and
- (b) reasonable and necessary expenses sustained by the eligible injured person in obtaining services in lieu of those which such person would have performed for income.

**Other Expenses**

Other expenses shall consist of all reasonable and necessary expenses, other than medical expense and work loss, up to \$25 per day for a period of one year from the date of the accident causing injury.

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(New York)Symbol EE-306  
Page 2 of 4**Eligible Injured Person****An eligible injured person is:**

- (a) any person who sustains a personal injury arising out of the use or operation of the insured motor vehicle while not occupying another motor vehicle; or
- (b) the named insured or any relative who sustains a personal injury arising out of the use or operation of an uninsured motor vehicle while not occupying another motor vehicle with respect to which the requirements of Article VI or VIII of the New York Vehicle and Traffic Law have been satisfied, provided that:
  - (i) in the case of a named insured, the uninsured motor vehicle is not owned by the named insured; and
  - (ii) in the case of a relative, the uninsured motor vehicle is not owned by the named insured or such relative.

**Exclusions****This coverage does not apply:**

- (a) to a personal injury sustained by any person who intentionally causes his own personal injury;
- (b) to a personal injury sustained by any person as a result of operating a motor vehicle while in an intoxicated condition or while his ability to operate such vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law);
- (c) to a personal injury sustained by any person while:
  - (i) committing an act which would constitute a felony, or seeking to avoid lawful apprehension or arrest by a law enforcement officer;
  - (ii) operating a motor vehicle in a race or speed test; or
  - (iii) operating or occupying a motor vehicle known to him to be stolen.

**Other Definitions****When used in reference to this coverage:**

- (a) "the insured motor vehicle" means a motor vehicle owned by the named insured and to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged;
- (b) "motor vehicle" means a motor vehicle as defined in Section 311 of the New York Vehicle and Traffic Law, except that it shall include fire and police vehicles, and it shall not include a motorcycle (as such term is defined in Section 123 of the New York Vehicle and Traffic Law);
- (c) "named insured" means the person or organization named in Item 2. of the GENERAL DECLARATIONS;
- (d) "occupying" means in or upon or entering into or alighting from;
- (e) "personal injury" means bodily injury, sickness or disease;
- (f) "relative" means a spouse, child or other person related to the named insured by blood, marriage or adoption (including a ward or foster child) who regularly resides in his household, including any such person who regularly resides in the household but is temporary living elsewhere;
- (g) "uninsured motor vehicle" means a motor vehicle, the owner of which is (a) a financially irresponsible motorist (as defined in Section 601(j) of the New York Insurance Law), or (b) unknown and whose identity is unascertainable;

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(b) "use or operation" of a motor vehicle includes loading or unloading of such vehicle but does not include conduct with in the course of a business or repairing, servicing or otherwise maintaining motor vehicles unless the conduct occurs of the business premises.

## Conditions

**Action Against Company.** No action shall lie against the Company unless as a condition precedent thereto there shall have been full compliance with the terms of this coverage.

**Notice.** In the event of an accident, written notice setting forth details sufficient to identify the eligible injured person along with reasonably obtainable information regarding the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of the Company's authorized agents as soon as reasonably practicable. If an eligible injured person or his legal representative institutes a proceeding to recover damages for personal injury under Section 673(2) of the New York Insurance Law, a copy of the summons and complaint or other process served in connection with such action shall be forwarded as soon as practicable to the Company or any of the Company's authorized agents by such eligible injured person or his legal representative.

**Proof of Claim: Medical and Earnings Reports.** As soon as reasonably practicable, the eligible injured person or someone on his behalf shall give to the Company written proof of claim, including full particulars of the nature and extent of the injuries and treatment received and contemplated. Upon request by the Company, the eligible injured person or someone on his behalf shall:

- (a) execute a written proof of claim under oath;
- (b) provide authorization that will enable the Company to obtain medical records; and
- (c) provide any other pertinent information that may assist the Company in determining the amount due and payable.

The eligible injured person shall submit to medical examination by physicians selected by or acceptable to the Company when and as often as the Company may reasonably require.

**Arbitration.** In the event any person making a claim for first party benefits and the Company do not agree regarding any matter relating to the claim, such person shall have the option of submitting such disagreement to binding arbitration pursuant to procedures promulgated or approved by the Superintendent of Insurance.

**Reimbursement and Trust Agreement.** To the extent that the Company pays first party benefits, the Company is entitled to the proceeds of any settlement or judgment resulting from the exercise of any right of recovery for damages for personal injury under Section 673(2) of the New York Insurance Law. The Company shall have a lien upon any such settlement or judgment to the extent that the Company has paid first party benefits. An eligible injured person shall:

- (a) hold in trust for the benefit of the Company all rights of recovery which he shall have for personal injury under Section 673(2) of the New York Insurance Law;
- (b) do whatever is proper to secure and shall do nothing to prejudice such rights; and
- (c) execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

**Other Coverage.** Where more than one source of first party benefits required by Article XVIII of the New York Insurance Law and Article VI or VIII of the New York Vehicle and Traffic Law is available and applicable to an eligible injured person in any one accident, this Company is liable to an eligible injured person only for an amount equal to the maximum amount that the eligible injured person is entitled to recover under this coverage divided by the number of available and applicable sources of required first party benefits.

**Excess Insurance Provision.** If medical payments coverage or any disability coverages are afforded under this policy, such coverages shall be excess insurance over any mandatory or additional personal injury protection benefits paid or payable, or which would be paid or payable but for the application of a deductible, under this or any other automobile no-fault insurance policy.

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**Constitutionality Provision.** If it is conclusively determined by a court of competent jurisdiction that the limitations upon the to recover damages for personal injury imposed by Section 673 of the Insurance Law are invalid or unenforceable in whole or in part, then, subject to the approval of the Superintendent of Insurance, the Company may amend this policy and/or recompute the premium for the existing or amended policy. These policy and/or premium changes will be effective retroactively to the date that such limitations are deemed to be invalid or unenforceable in whole or in part.

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**A. Application** – Such insurance as is afforded by the **MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT – NEW YORK** is amended by any provision below shown as applicable in the **SECTION III COVERAGE DECLARATIONS EE**.

**B. Provisions**

**(1) DEDUCTIBLE – PERSONAL INJURY PROTECTION INSURANCE** – It is agreed that first-party benefits payable to the Named Insured and relatives shall be reduced for each accident by the deductible amount shown in **SECTION III COVERAGE DECLARATIONS EE**.

**(2) ADDITIONAL PERSONAL INJURY PROTECTION ENDORSEMENT**

The Company agrees with the Named Insured, in accordance with this endorsement and the mandatory personal injury protection endorsement to the extent that the mandatory endorsement is not modified by this endorsement, as follows:

**Additional Personal Injury Protection**

The Company will pay additional first-party benefits to reimburse for extended economic loss on account of personal injuries caused by an accident arising out of the use or operation of a motor vehicle and sustained by:

- (a) a Named Insured or any relative;
- (b) any other person occupying a motor vehicle owned by the Named Insured; and
- (c) any other person occupying a motor vehicle (other than a public or livery conveyance) operated by the Named Insured or any relative.

Such coverage shall not apply to an accident arising out of the use or operation of a motor vehicle owned by the Named Insured or any relative with regard to which additional personal injury protection has not been purchased during the policy period.

**Additional First-Party Benefits**

Additional first-party benefits are payments equal to extended economic loss reduced by:

- (a) twenty (20) percent of the injured person's loss of earnings from work, to the extent that the extended economic loss covered by this endorsement includes such loss of earnings;
- (b) amounts recovered or recoverable by the injured person for any element of extended economic loss covered by this endorsement under State and Federal laws providing social security disability or workmen's compensation benefits; and
- (c) amounts recovered or recoverable by the injured person for any element of extended economic loss covered by this endorsement under any mandatory source of first-party automobile no-fault benefits required by the laws of any State other than the State of New York or by the laws of any Province of Canada.

**Extended Economic Loss**

Extended economic loss shall consist of the following:

- (a) basic economic loss sustained on account of an accident occurring in any State other than the State of New York or occurring in any Province of Canada;
- (b) the difference between
  - (i) basic economic loss; and
  - (ii) basic economic loss recomputed in accordance with the time and dollar limits set out in the declarations; and
- (c) all reasonable and necessary funeral expenses up to the limit set out in the declarations.

**Subrogation**

In the event of any payment for extended economic loss, the Company is subrogated to the extent of such payments to the rights of the person to whom, or for whose benefit, such payments were made. Such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.

**Other Coverage: Non-duplication**

The injured person shall not recover duplicate benefits for the same elements of loss covered by this endorsement or any other optional first-party automobile or no-fault automobile insurance coverage. If the injured person is entitled to benefits under any other optional first-party automobile or no-fault automobile insurance for the same elements of loss covered by this endorsement, this Company shall be liable only for an amount equal to the proportion that the total amount available under this endorsement bears to the sum of the amounts available under this endorsement and such other optional insurance for the same elements of loss.

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**(3) BROADENED PERSONAL INJURY PROTECTION COVERAGE – NAMED INDIVIDUALS**

It is agreed that the individual named in the SECTION III COVERAGE DECLARATIONS EE shall be deemed to be a Named Insured under the MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT (NEW YORK) and to the extent applicable, the ADDITIONAL PERSONAL INJURY PROTECTION ENDORSEMENT (NEW YORK).

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**UNINSURED MOTORISTS INSURANCE ENDORSEMENT**

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This endorsement is subject to:

SECTION III COVERAGE DECLARATIONS A and the COMPREHENSIVE AUTOMOBILE LIABILITY FORM or the SCHEDULE AUTOMOBILE LIABILITY FORM, or SECTIONS II AND III COVERAGE DECLARATIONS C and the GARAGE LIABILITY FORM, whichever applies.

Subject to all of the provisions of this endorsement and to the applicable provisions of the policy The Travelers agrees with the Named Insured as follows:

**A. Insuring Agreement**

**Coverage U – Uninsured Motorists – Damages for Bodily Injury** – The Travelers will pay all sums which the Insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury sustained by the Insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured highway vehicle; provided, for the purposes of this coverage, determination as to whether the Insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the Insured or such representative and The Travelers or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive, as between the Insured and The Travelers, of the issues of liability of such person or organization or of the amount of damages to which the Insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the Insured with the written consent of The Travelers.

**B. Exclusions**

This insurance does not apply:

1. to bodily injury to an Insured with respect to which such Insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of The Travelers, make any settlement with any person or organization who may be legally liable therefor;
2. to bodily injury to an Insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the Named Insured, any Designated Insured or any relative resident in the same household as the Named or Designated Insured, or through being struck by such a vehicle, but this exclusion does not apply to the Named Insured or his relatives while occupying or if struck by a highway vehicle owned by a Designated Insured or his relatives;
3. so as to insure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

**C. Persons Insured**

Each of the following is an insured under this insurance to the extent set forth below:

1. the Named Insured and any Designated Insured and, while residents of the same household, the spouse and relatives of either;
2. any other person while occupying an insured highway vehicle; and
3. any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an Insured under 1. or 2. above.

The insurance applies separately with respect to each Insured, except with respect to the limits of The Travelers' liability.

**D. Limits of Liability**

Regardless of the number of (1) persons or organizations who are insureds under this policy, (2) persons who sustain bodily injury, (3) claims made or suits brought on account of bodily injury, or (4) highway vehicles to which this policy applies:

1. The limit of liability stated in the declarations as applicable to "each person" is the limit of The Travelers' liability for all damages because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the declarations as applicable to "each accident" is the total limit of The Travelers' liability for all damages because of bodily injury sustained by two or more persons as the result of any one accident.
2. Any amount payable under the terms of this insurance because of bodily injury sustained in an accident by a person who is an insured under this insurance shall be reduced by:
  - (a) all sums paid on account of such bodily injury by or on behalf of:

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## UNINSURED MOTORISTS INSURANCE ENDORSEMENT

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- (1) the owner or operator of the uninsured highway vehicle; and
- (2) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury;

including all sums paid under the bodily injury liability coverage of the policy; and

- (b) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.

- 3. Any payment made under this insurance to or for any Insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization who is an insured under the bodily injury liability coverage of the policy.
- 4. The Travelers shall not be obligated to pay under this insurance that part of the damages which the Insured may be entitled to recover from the owner or operator of an uninsured highway vehicle which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

**E. Policy Period; Territory**

This insurance applies only to accidents which occur during the period this insurance is in effect and within the United States of America, its territories or possessions, or Canada. This provision with respect to "Territory" only, replaces General Condition A. 17. (Territory) of the GENERAL PROVISIONS FORM.

**F. Additional Definitions — When used in reference to this insurance (including endorsements forming a part of the policy):**

- 1. "Designated Insured" means an individual named in the declarations under Designated Insured.
- 2. "Highway vehicle" means a land motor vehicle or trailer other than:
  - (a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads;
  - (b) a vehicle operated on rails or crawler-treads; or
  - (c) a vehicle while located for use as a residence or premises.
- 3. "Hit-and-run vehicle" means a highway vehicle which causes bodily injury to an Insured arising out of physical contact of such vehicle with the Insured or with a vehicle which the Insured is occupying at the time of the accident, provided:
  - (a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle;
  - (b) the Insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with The Travelers within 30 days thereafter a statement under oath that the Insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
  - (c) at The Travelers' request, the Insured or his legal representative makes available for inspection the vehicle which the Insured was occupying at the time of the accident.
- 4. "Insured highway vehicle" means a highway vehicle:
  - (a) described in the declarations as an insured highway vehicle to which the bodily injury liability coverage of the policy applies;
  - (b) while temporarily used as a substitute for an insured highway vehicle as described in paragraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction; and
  - (c) while being operated by the Named or Designated Insured or by the spouse of either if a resident of the same household;

but the term "insured highway vehicle" shall not include:

  - (1) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in the policy;
  - (2) a vehicle while being used without the permission of the owner;
  - (3) under paragraphs (b) and (c) above, a vehicle owned by the Named Insured, any Designated Insured or any resident of the same household as the Named or Designated Insured; or
  - (4) under paragraphs (b) and (c) above, a vehicle furnished for the regular use of the Named Insured or any resident of the same household;

